

APPENDIX A – CONTRACT

STD 213 (Rev 06/03)

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CONTRACTOR'S NAME

APPENDIX A – CONTRACT

Exhibit A

STATEMENT OF WORK (SOW)

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**STATEMENT OF WORK (SOW)
MAINTENANCE OF NETWORK EQUIPMENT**

The following requirements incorporate the SOW and shall be a part of any contract resulting from this RFP MSA. For the purposes of this SOW, “State” refers to the agency issuing a contract under this MSA.

A. General Requirements

1. Contractor shall provide maintenance service for all network equipment listed in the attached Equipment List.
2. At any time and for any reason, State may replace old devices with new devices which may not be listed on the Equipment List. Contractor shall maintain replacement devices in the same manner as the listed equipment.
3. All such maintenance services, including parts, labor and replacement equipment, shall be furnished throughout the term of the contract in accordance with the maintenance option chosen with no additional charges added.
4. State may add new equipment available from the manufacturer’s catalogs or delete equipment from the equipment list. State will pay no separate charges in addition to the maintenance charges unless specifically set forth in the contract and pre-approved, in writing, by the State.
5. If Contractor encounters equipment that is not listed in the Equipment List, Contractor must notify the State to determine if the equipment needs to be added to the contract. State will include any additional equipment by written notification, such as e-mail, making the effective date of service the first day of the month in which the service call was placed. Service for additional equipment will be billed at the specified discounted rate for that manufacturer as stated on the Cost Sheet.
6. Some State facilities may have security measures that require the Contractor to adhere to a particular dress code or that involve security protocols. The State agency contact shall advise the Contractor of any restrictions or protocols prior to a site visit.

B. Definitions

1. Equipment Replacement – If the Contractor is unable to repair the malfunctioning equipment within the timeframes specified in the SOW, the Contractor shall replace the unit with the same model.
2. Equipment Substitution – If the Contractor is unable to repair the malfunctioning equipment within the timeframes specified in the SOW and does not have available the same model for replacement, Contractor may substitute a current like model.
3. Maintenance – All services performed by the Contractor in accordance with manufacturer’s published specifications to keep network equipment in good operating condition.
4. Response Time – The time interval between when a service call is made to the Contractor by the appropriate Agency representative, and the time qualified maintenance service personnel arrive at the site of the problem.

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5. Time and Materials – Parts and labor not considered by the Contractor and the State to be covered under the contracted maintenance service.

C. Contractor Requirements for all Maintenance Coverage Options

1. The Contractor shall have a dispatch center available 7x24x365 with a toll free number to open trouble calls from the State and to schedule the dispatch of a Field Engineer (FE). Maintenance shall be performed after notification by authorized State personnel that the equipment is malfunctioning.
2. The Contractor's Primary Contact will act as a central point of contact to resolve any manufacturer's maintenance entitlement disputes between the manufacturer and the State during an outage.
3. FEs will call the designated State contact as soon as they arrive on-site. The FE will remain on site until released by the State.
4. An FE and Contractor's second level technical support must be available to participate on each dispatch as necessary. The second level technical support is an equipment specialist with unique training and/or experience who is specialized in providing diagnostic assistance and/or repair expertise when a service call is particularly difficult. A current Cisco Certified Network Professional (CCNP) level is required for Cisco equipment.
5. Third level special technical support consisting of a Cisco Certified Internetwork Expert (CCIE) shall be available at the State's discretion whenever the Contractor's second level support is deemed insufficient. The third level technical support is a machine(s) specialist whose geographical responsibilities normally include multiple Field Engineering Branch Offices, and who has received in-depth specialized training and experience and possesses extensive diagnostic ability specifically designed to assist on unusually complex problems.
6. All FEs will carry:
 - a. Cellular telephones;
 - b. Laptop with Trivial File Transfer Protocol (TFTP), Cisco IOS software currently used by the State, and Hyper terminal application;
 - c. Console cable;
 - d. Protocol analyzer or equivalent software;
 - e. Hard loop back plug;
 - f. Telephone maintenance tools;
 - g. Connector and cable kits with adapter; and,
 - h. Data line cable to the maintenance site and cable tester.

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7. The Contractor must have the ability to escalate problems within its organization and/or the manufacturer's organization in order to meet Mean Time to Repair (MTTR) requirements.
8. Upon execution of this Agreement, the Contractor will provide a service escalation plan for contacts available 24x7. The plan will include names, telephone, pager and cellular telephone numbers for primary and backup contacts as well as coverage areas for each technician.
9. The Contractor will provide a detailed maintenance plan that explains how the Contractor will provide services in areas outside the fifty-mile radius of Contractor's maintenance service centers. The plan should indicate where the Contractor intends to store extra parts, whether a subcontractor will be used, or any other steps required to meet the response time.
10. The Contractor must maintain an updated database of all equipment under this agreement to include, but not be limited to, serial numbers, model numbers, locations, maintenance price, and effective date of maintenance. The database must be readily accessible and importable by the State.
11. The Contractor must have a replacement parts management system with provisions for backup parts to meet MTTR.
12. The Contractor understands that it is expected to provide replacement parts for the proposed equipment, including equipment declared end of life or end of support, for the life of the contract.

D. Technical Assistance Support Requirements for Cisco SMARTnet Coverage

1. The Contractor must provide authorized State personnel with a direct Cisco Technical Assistance Center (TAC) telephone number and web-based access to a single point of contact for requesting technical assistance and/or service 24x7x365.
2. All maintenance support for Cisco equipment is to be provided directly from Cisco TAC using Cisco SMARTnet. Direct contact with Cisco TAC shall be provided to the State by both phone and web base access.
3. The Contractor will supply to the State through the Cisco SMARTnet service contract Cisco Connection Online (CCO), which includes CCO access for designated State employees; the Cisco contract number(s) associated with the SMARTnet maintenance; access to Cisco's Technical Assistance Center (TAC), access to the Cisco e-Commerce tools; and a CCO Administrator for the tool of "My colleagues on CCO" access level. The State will have the ability to make direct requests to Cisco for Return Material Authorization (RMA) and Engineering Failure Analysis (EFA).
4. The Contractor's dispatch center will coordinate the arrival times between the on-site FE and the Cisco part or whole unit per the State's technical staff instructions. The State will have the ability to escalate around standard troubleshooting processes and will make the final determination with regards to equipment replacement.
5. The Contractor will act as a central point of contact to resolve any Cisco SMARTnet maintenance coverage disputes between Cisco and the State.

APPENDIX A – CONTRACT**E. Technical Assistance Support Requirements for Kentrox Coverage.**

1. All FEs must be trained and have five years experience with DSU/CSU.
2. The Contractor must have Kentrox DSU/CSU certification.
3. The Contractor's dispatch center will coordinate the arrival times between the on-site FE and the manufacturer's part or whole unit, per the State's technical staff instructions.
4. For Kentrox equipment that has been manufacturer discontinued and is no longer supported, Contractor shall be released from Kentrox support requirements and may use "like new" replacement parts. However, the requirement for trained personnel will still apply.

F. Maintenance Options

1. For those sites located within a 50-mile radius of any city hall identified in P of this SOW, the response time shall not exceed the procured response time option. For those sites located outside of the 50-miles radius, an extra one-half (1/2) hour will be allowed for each additional 20-mile increment. Regardless of location, response time shall not exceed eight (8) hours.
2. There shall be no additional maintenance, hourly or other charges for:
 - Remedial maintenance during the Principle Period of Maintenance (PPM) coverage. Remedial maintenance that is due to the fault or negligence of the State¹ will be covered under the Time and Materials rates for Option 2, 8X5X4.
 - Time spent by FEs after arrival at the site awaiting the arrival of additional maintenance personnel and/or delivery of parts, etc., after a service call has commenced.
 - Work performed during the first hour when remedial maintenance service is requested during the covered period of maintenance and the actual work is begun outside the period.
 - Work performed as a result of a "call-back" when a malfunction reoccurs within forty-eight (48) hours of the previous service.
3. The State may use any combination of maintenance options. The specific maintenance options will be determined at the time new equipment is added to the Agreement and the discount will be applied to the MSRP currently in effect at that time (see Section VII, Exhibit VII-A, Cost Table). If the Contractor replaces failed equipment under those options which include parts or unit replacement and the State later determines the failure was the fault of the State, Contractor shall provide the replacement and bill the State at a cost equal to or less than what the State could obtain from a leveraged procurement agreement and bill labor consistent with the maintenance option covering the replaced equipment.
4. Service Category Definitions
 - a. 8x5x4 – Arrive for repair and replacement within four hours of service call during PPM.

¹ If the State determines that it is at fault (e.g., an employee spilled a soda, leaky roof, no surge protectors), then costs shall be covered under the Time and Materials cost.

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- b. 24x7x4 – Arrive for repair and replacement within four hours of service call, 24 hours per day, seven days per week, including Cisco-observed holidays.
 - c. 24x7x2 – Arrive for repair and replacement within two hours of service call, 24 hours per day, seven days per week, including Cisco-observed holidays.
 - d. Next Business Day (NBD) – Arrive for repair and replacement by the next business day for that service category.
 - e. PPM – Principle Period of Maintenance shall be for an 8-hour period, Monday through Friday, to be determined by the requesting agency. The State may change the PPM coverage period by giving the Contractor fifteen (15) days prior written notice.
5. Option #1 -- Equipment (including both hardware and software) maintenance.
- The Contractor will provide any Cisco SMARTnet parts or whole unit maintenance support for all Cisco series equipment. The agency understands this option only includes direct access to Cisco support staff for diagnostic purposes.
6. Option #2 -- FE Services on T&M Dispatch
- a. The Contractor will provide a trained FE to be dispatched to the customer's site, arriving on site within the procured response time option, starting with the initial notification by the State. The cost for the FE's services will be on a per hour basis. Billing time shall begin when the technician and any required parts/units have arrived at the site. If the service call is made at least two hours prior to the close of the PPM, the regular hourly rate shall apply.
 - b. The Contractor will provide any Cisco SMARTnet parts or whole unit maintenance support for all series of Cisco equipment and parts or whole unit maintenance support for all series of Kentrox Equipment.
 - c. For the 8x5 service categories, the costs per hour will be itemized on the following categories: travel time, mileage, and labor for weekends, holidays, and off-hours (outside the PPM). Travel time and mileage are calculated from city hall as specified in Section P of the SOW. Hours shall be billed in 15-minute increments.
 - d. When repair of the malfunctioning CISCO and/or KENTROX component(s) or unit(s) has not been completed within one (1) hour from the time the FE arrives and receives the replacement part/whole unit, the FE will utilize their third level technical support and the State will utilize Cisco's Senior Engineer. If after an additional one (1) hour the CISCO component or unit is not working, the FE will immediately restore service by utilizing replacement equipment.
7. Option #3 -- FE services bundled into the monthly hardware and software maintenance cost.
- a. The Contractor will provide a trained FE to be dispatched to the customer's site. Upon notification by the State, the FE will arrive on-site within the procured response time option.
 - b. The Contractor will provide any Cisco SMARTnet parts or whole unit maintenance support for all series of Cisco equipment.

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- c. The Contractor will provide parts or whole unit maintenance support for all series of Kentrox Equipment.
 - d. All maintenance service, including both parts and labor, shall be furnished at the maintenance rate specified in this Agreement for this option.
 - e. When repair of the malfunctioning CISCO and/or KENTROX component(s) or unit(s) has not been completed within one (1) hour from the time the FE arrives and receives the replacement part/whole unit, the FE will utilize their third level technical support and the State will utilize Cisco's Senior Engineer. If after an additional one (1) hour the CISCO component or unit is not working, the FE will immediately restore service by utilizing replacement equipment.
 - f. For the 8x5 service categories, the costs per hour will be itemized on the following categories: labor for weekends, holidays, and off-hours (outside the PPM). Hours shall be billed in 15-minute increments. No travel or mileage will be billed.
8. Option #4 – FE services bundled into the monthly hardware and software maintenance cost with a Mean Time to Repair (MTTR) of four (4) hours, instead of a response time.
- a. The Contractor will provide a trained FE to be dispatched to the customer's site. Upon notification by the State, the FE has a 4-hour MTTR to arrive on-site and execute the required repairs/replacement.
 - b. The Contractor will provide any Cisco SMARTnet parts or whole unit maintenance support for all series of Cisco equipment.
 - c. The Contractor will provide parts or whole unit maintenance support for all series of Kentrox equipment.
 - d. All maintenance services, including both parts and labor, shall be furnished at the maintenance rate specified in this Agreement for this option.
 - e. For the 8x5 option, the costs per hour will be itemized for off-hours outside the PPM. Hours shall be billed in 15-minute increments. No travel or mileage will be billed.

G. Responsibilities of the Contractor

- 1. The Contractor must provide the requesting agency with a single point of contact to attend regularly scheduled meetings who has the ability within the Contractor's organization to use various avenues of escalation and problem resolution. The regularly scheduled meetings will not occur more often than once a week.
- 2. The Contractor must list the address, telephone number, number of FEs, and years of experience for each trained person at all Service Centers. Contractors offering Cisco on-site FE support who are unable to provide the above information must certify that all FEs dispatched under this agreement meet all the education and experience requirements. The ordering agency reserves the right to verify at any time the education and experience of any FE dispatched under this agreement.

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3. Each FE must have at least five (5) years of experience maintaining the equipment, or similar equipment, which they are required to service. Upon execution of Agreements under this MSA, the Contractor must include resumes and training certificates for each FE listed. All FEs must have continuing, up-to-date training on the equipment being offered during the period of the Agreement. Upon request, the Contractor must offer a plan as to how the FEs will maintain this up-to-date training.
4. All FEs must have five years of experience in trouble shooting in-house wiring.
5. All FEs must be trained and have five years of experience on Category 5/6 cabling standards.
6. The FE must have knowledge and experience with WAN technology (Frame Relay, ATM, ISDN, DSL, Point-to-Point, Internal DSU/CSU etc.).
7. All FEs must have at a minimum a Cisco Certified Network Associate (CCNA) certification.
8. The FE must have five years of experience working with telephone company technical staff.
9. The Contractor must have knowledge of Cisco equipment; including, but not limited to configuring, testing, and installing equipment.
10. The Contractor must have ADC Kentrox DSU/CSU technical certification.
11. The Contractor must be a Cisco Gold Certified partner with the ability to escalate problems/issues to Cisco for Tier 3 needs.
12. If the State determines that the resumes and training certificates are inadequate to determine field engineer qualifications, the State may request that the bidder submit references for any field engineer whose qualifications are in question. The State will be the final authority when determining whether a field engineer meets the required qualifications.
13. Returned Materials Authorization (RMA) returns to Cisco are the responsibility of the vendor and the FE must take the RMA equipment and materials with them when they leave the site.
14. At any time that the Contractor believes that work at T&M rates outside the Options listed in F is necessary, the Contractor must first contact the State representative and give the reasons why the call is considered T&M. The State will direct the Contractor to proceed or not with the service. In the event approval is not received before repairs are started, the State will not be held responsible for the associated T&M costs.

H. Responsibilities of the State

1. Subject to the State's security regulations, the Contractor shall have full and free access to the equipment which is to be maintained.
2. The State will provide adequate working space, including heat, light, ventilation, electrical current and outlets, for use by the Contractor's maintenance personnel at the time maintenance is being performed. These facilities shall be within a reasonable distance of the equipment to be serviced and shall be provided at no charge to the Contractor.

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3. The State shall provide an appropriate operating environment, including temperature, humidity, and electrical power, in accordance with the manufacturer's environmental requirements for the equipment listed in the Price List.
4. The State will be responsible for the additional time and materials cost (at the Option 2, 8x5x4 rates) of maintenance of a system which has been modified by substitution and/or additions provided by a third party (other than the State), and the system or equipment failure was caused by the system modification.
5. The State will troubleshoot and make the final determination with regards to all equipment replacement of parts or whole units.

I. Software Maintenance

1. All operating system software maintenance updates and upgrades (minor and major releases) provided by the original equipment manufacturer (OEM) for equipment shall be furnished to the State throughout the term of this Agreement at no additional charge. The Contractor shall notify the State of these releases within five (5) State business days of the release date. The Contractor shall, if requested by the State, perform the installation of these releases at the OEM's rate, less the established discount.
2. If the equipment becomes inoperable during a download of an Internetwork Operating System (IOS) patch, a dispatch call will be placed to restore the equipment to service.

J. Alterations and Attachments

1. If, in the Contractor's opinion, no safety hazard is thereby created, the State may make alterations or install attachments to the equipment at the State's expense. The State shall assume full liability for any damages and/or degradation of equipment performance attributable to such alteration or attachment.
2. If the alteration or attachment interferes with the normal and satisfactory maintenance of any of the machines in such a manner as to render maintenance impractical, the State will, upon notice from the Contractor to that effect, remove the alteration or attachment and restore the machine to its normal condition at its own expense.
3. Any reprogramming agreed to by the Contractor which is required to accommodate such alterations and/or attachments shall be accomplished at the State's expense at the rates for Option 2, 8x5x4.
4. If an inspection by the Contractor is required to determine if the unaltered portion of the machine or system remains practical to maintain or that no safety hazard has been created, the State shall be so notified and a mutually agreeable inspection date will be scheduled.
5. Repair of damage or increase in the Contractor's personnel time attributable to the alteration or attachment will be billed to the State at the Contractor's applicable T&M rates listed for Option 2, 8x5x4 of the Cost Table.

K. Equipment Replacement/Substitution

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1. Notwithstanding any other provision of this Agreement, equipment that fails to function in the manner for which it was designed to the extent that the State's programs are affected shall be replaced at the State's request. Prior to requesting replacement, the State shall make every attempt to satisfactorily resolve the problem, including, but not limited to, the usage of the State's troubleshooting tools and techniques. The State will be the sole judge as to the adverse impact upon the State's programs on non-functioning equipment requested for replacement.
2. Service Restoration.
 - a. The replacement equipment is to remain in place and becomes the property of the State. The Contractor shall provide written notification of this replacement including model and serial numbers of the equipment being replaced and of the replacement equipment being installed.
 - b. The State recognizes that some sites covered by this Agreement may be located in outlying areas where an FE may experience delays in arriving at the site due to distance and accessibility. Therefore, for the purpose of allowing State personnel to effect a parts replacement in the event the FE is unable to arrive within the required time period, the Contractor may, on a site-by-site basis, request permission to stock spare major equipment components at the operating location at no additional cost to the State agency. The State may approve or reject each such request in writing.
 - c. For each approved location, the Contractor shall instruct the appropriate State personnel in the proper methods of disconnecting failed equipment, physically replacing such equipment with the appropriate spare equipment, and connecting the spare equipment.
 - d. In the event such a failure and replacement occurs, the Contractor will endeavor to repair or replace the failed equipment within five (5) State business days after notification by the State of the substitution. Also, if the State is unable to effect the replacement satisfactorily, the Contractor must, upon notification by the State that such replacement was unsuccessful, respond to the service call and make the appropriate repairs or replacements in the same manner as at any other site that did not have replacement parts stored at the site.
 - e. Under certain circumstances, the State may allow the Contractor to substitute current models with like configurations and capabilities, on a site-by-site basis and at no additional cost to the State agency.
3. The State personnel shall use all due care in replacing the equipment, but shall not be responsible, unless negligent, for damage to the Contractor's equipment.

L. Rearrangement/Relocation of Equipment

Rearrangement or relocation of equipment at another site for the State's convenience shall be at State's expense. Services will be performed under separate contract at rates mutually agreed upon.

M. Risk of Loss or Damage

The State shall be relieved from all risk of loss or damage to the equipment maintained under this Agreement during periods of transportation, installation and during the entire time the equipment is

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in the possession of the Contractor, except when such loss or damage is due to the fault or negligence of the State.

N. Replacement Parts

1. ***The Contractor must have the capability of having spare stocking locations based on the specific components covered under maintenance in each of the coverage areas to ensure adequate replacement components are available to meet the maintenance option repair time as defined under this Agreement.***
2. All replacement parts and equipment must be new and the latest model in current production. Used, shopworn, demonstrator, prototype or discontinued parts or equipment are not acceptable.

O. Equipment Moves, Additions, Deletions and Changes

Under the terms of this Agreement, the State will notify the Contractor of all equipment additions, deletions, moves, and changes. The Contractor must provide uninterrupted maintenance on any equipment which is relocated under the terms of this Agreement unless otherwise notified by the State. In the event the equipment being maintained under this Agreement is moved to another location, the Contractor shall continue to maintain the equipment at the new location.

P. Maintenance Service Centers

Response times are calculated from City Hall in the following Maintenance Service Center locations:

Anaheim	Eureka	Oakland	San Francisco
Bakersfield	Fresno	Palm Springs	San Jose
Barstow	Fort Bragg	Redding	San Luis Obispo
Bishop	Los Angeles	Riverside	Santa Barbara
Chico	Marysville	Sacramento	Santa Rosa
El Cajon	Merced	San Bernardino	Stockton
El Centro	Monterey	San Diego	Susanville
Out of State Locations :			
Atlanta, GA	Malvern, PA	Reno, NV	Twinburg, OH
Boulder, CO	Nashville, TN	Spartanburg, SC	

1. Upon execution of this Agreement, the Contractor will identify the primary and backup FE for each Maintenance Service Center.
2. If the Contractor has other Maintenance Service Centers which are intended to be utilized to perform services under this Agreement, they will be added to the list of required Maintenance Service Centers. The number and qualifications of the personnel at each Center must be listed and included in the bid response for State's review and acceptance.

Q. Maintenance Credit

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1. The maintenance credit in Exhibit B, 2.b, Information Technology Maintenance Special Provisions, section 7, when applied for Options 2, 3 and 4, will be 1/30 of the monthly maintenance charge for that machine. Additionally, if the inoperable machine resulted in an interconnected machine to become unusable as a result of the breakdown, then that machine(s) shall be considered inoperable as well.
2. The Contractor will be notified by the contracting department when a maintenance credit will be applied. The agency will calculate the credit and deduct it from the Contractor's next monthly invoice.

R. Termination and Continuation

1. The State may terminate this Agreement without prejudice upon sixty (60) days prior written notice. No costs shall be incurred after termination. In the event of such termination, the State shall pay all amounts due to the Contractor for all work accepted prior to termination.
2. Any order issued using this agreement as its authority for issuance may be terminated without prejudice upon sixty (60) days written notice. No costs shall be incurred after termination.
3. Upon termination of the Agreement or any order issued under the authority of this agreement, the Contractor will assist the State in the orderly termination of the Agreement and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. The Contractor agrees to continue to maintain and support contracted services until migration to a replacement service is complete. If migration effort is required to continue beyond the term of the Agreement, Contractor agrees to extend this Agreement under the existing terms for the time necessary to complete the migration.

S. Contract Administration

1. Title of Equipment

Equipment maintained under this Agreement is State-owned equipment and is the property of the State.

2. Sales Representation

The Contractor shall provide sales representatives available five (5) working days a week, from 8:00 A.M. to 5:00 P.M., Pacific Time, to assist in reviewing and resolving any problems which may arise during the period of this Agreement. The Contractor must provide a sales representative with the ability to review and resolve problems or issues and attend regularly scheduled meetings or on an as needed basis.

3. Contractor Sales Response Requirements

- a. In the event the State is not satisfied with the responsiveness of the sales representative, the Contractor shall provide the name of an authorized Contractor representative who will have the authority to immediately resolve any administrative and/or service problems that have not been resolved in a timely manner. This person(s) must be identified in the Agreement.

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- b. Sales representatives, or designees of same or higher staff level, shall respond to the State via return telephone call or on-site visit within twenty-four (24) hours of the State's contact.
- c. Should Contractor sales representatives not contact the State within twenty-four (24) hours of telephone call for information, the State representative will make an attempt to contact the Contractor's sales organization as follows:
 - (1) If the Contractor has not contacted the State within twenty-four (24) hours (now forty-eight (48) hours since first attempt to contact), the State representative will make an attempt to contact the Contractor's regional corporate office via telephone calls as well as FAX to advise of the sales organization's non-responsiveness.
 - (2) Contractor corporate officer shall thereupon cause the local sales representative to respond within twenty-four (24) hours to the State. In addition, the Contractor corporate officer shall, within five (5) working days of contact, advise the State representative, in writing, of action taken to correct the non-responsive situation.
 - (3) If, in any three (3) month period during the life of this Agreement, the State representative/contact person must contact the Contractor's regional corporate officer three or more times because of non-responsiveness as described above, the State may seek remedies under GSPD-401IT, Section 25, Rights and Remedies of State for Default.

4. Subcontractors

Any subcontractor that the Contractor chooses to use in fulfilling the requirements of this Agreement, and which is expected to receive more than ten percent (10%) of the calculated value of this Agreement, must also meet all the performance requirements stipulated herein, as applicable.

T. Problem Escalation

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to the State's attention. Problems or issues shall normally be reported in regular status reports. However, there may be instances where the severity of the problems justifies escalated reporting. To this extent, the project manager will determine the level of severity, and notify the appropriate State personnel. The State personnel notified, and the time period taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. The State shall provide the Contractor a problem escalation list of personnel to include name, title, telephone number and email address.

U. Invoices and Payments

- 1. The Contractor shall render invoices for total monthly charges in arrears, naming this Agreement as the authority under which the order is being issued. Such invoices are not due and payable, and do not constitute an obligation of the State, until the services or products are provided and accepted. The Contractor must submit only one invoice per order in duplicate.
- 2. The Contractor shall make every effort to reconcile incorrect invoices in a timely manner. This should not exceed 30 days from notification by the State of the discrepancy. The State may

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withhold payments of all invoices, issued as a result of this agreement, until the discrepancies have been corrected.

3. The Contractor shall, in addition, make every effort to reflect equipment relocations on invoices in a timely manner. This should not exceed 30 days after receipt of the approved relocation document. The State may withhold payments of all invoices until the discrepancies have been corrected.
4. The promptness of payments shall be governed by Government Code Section 926.19 et seq.
5. Required Payment Date

When payment is due shall be governed by Government Code Section 927 et seq., as per GSPD-401IT, Section 30. When provision is made for a testing period preceding acceptance by the State, date of acceptance shall mean the date the equipment and/or software is accepted by the State during the specified testing period.

6. Invoices must include the following:

- a. A certification statement signed by a company official, attesting to the accuracy of the invoice data.
- b. Device type, serial number, Contractor's ticket number, the State's service order number, date of service and device location.
- c. For maintenance outside the PPM, provide cost break down by date including travel time, trip mileage charge and labor charge.
- d. Description of service and resolution of trouble.
- e. If the State does not accept the identified general tasks or deliverables in this SOW, payment of invoice will be withheld by the State and the Contractor will be notified. The Contractor must take timely and appropriate measures to correct or remedy the reason(s) for no acceptance and demonstrate to the State that the Contractor has successfully completed the scheduled work for each general task or deliverable before payment will be made.

7. Budget Contingency Clause

- a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this agreement and Contractor shall not be obligated to perform any provisions of this agreement.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

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V. Reporting Requirements

1. The Contractor shall provide monthly reports, due the first State business day of the month, containing the following information:
 - a. Agreement number;
 - b. Spreadsheet number;
 - c. The Agency's complete address;
 - d. List of activities performed;
 - e. Complete address of location where services were performed; and,
 - f. Serial numbers.
2. Contractor must have the ability to provide monthly reports including serial numbers, models, and locations for the following purposes:
 - a. Equipment currently maintained on the Agreement.
 - b. Equipment added to the Agreement by date.
 - c. Equipment removed from the Agreement by date.
 - d. Equipment listing by model.
 - e. Equipment listing by maintenance type.
 - f. Contract expenditure.
 - g. Equipment cost.
3. Ad Hoc Reports

Contractor must have the ability to provide Ad Hoc reports for administrative purposes within twenty-four (24) hours after the State's request including serial numbers, models, locations, contract expenditure to date, and related maintenance options.
4. The Contractor shall provide quarterly reports of ordering activity against this Agreement containing the below listed information to the Department of General Services:
 - a. Agreement number and order number.
 - b. Complete address of State Agency on the order.
 - c. Bill code of State.
 - d. Order total or order amendment total.

5. Reports shall be sent to:

Department of General Services
Procurement Division, Multiple Award Program
707 3rd Street, 2nd Floor
West Sacramento, CA 95605

W. Points of Contact

Contractor shall provide State with information for its primary contact to include name, title, address, phone number, fax number and e-mail address. State shall provide Contractor the same information for the State's administrative and technical contacts.

X. Contract Term

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The term of this Agreement shall be for a period of three (3) years with an option of two (2) individual one-year extensions.

Y. Contract Modifications

This Agreement may be modified only through written amendment by mutual agreement of the parties.

Z. Contractor Performance

1. The State will be the sole judge of the acceptability of all work performed and all work products produced by the Contractor as a result of this Agreement. Should the work performed or the products produced by the Contractor fail to meet the minimum State conditions, requirements or other applicable standards, specifications, or guidelines, the following resolution process will be employed, except as superseded by other binding processes.
2. The State will notify the Contractor in writing within five (5) State business days after completion of each phase of service of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.
3. The Contractor will, within five (5) State business days after initial problem notification, respond to the State by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the State's initial problem notification within the required time limits may result in immediate termination of this Agreement.
4. The State will, within five (5) State business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the State rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within three (3) State business days of notification of rejection. Failure by the Contractor to respond to the State's notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate termination of this Agreement.
5. The State will, within three (3) State business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan will result in immediate termination of this Agreement.

AA. Confidentiality

In addition to the State's terms and conditions, the Contractor will sign all confidentiality/privacy/security/conflict of interest/statement of economic interest, and other necessary agreements as required by the State to successfully provide the services described in this Agreement.

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Exhibit B

1. GENERAL PROVISIONS

The General Provisions for Information Technology are located at the website below:

[http://www.documents.dgs.ca.gov/pd/modellang/ITGP%20June%202006%20\(Final\)1.pdf](http://www.documents.dgs.ca.gov/pd/modellang/ITGP%20June%202006%20(Final)1.pdf)

2. INFORMATION TECHNOLOGY SPECIAL PROVISIONS

a. The Information Technology Personal Services Special Provisions are located at the website below:

<http://www.documents.dgs.ca.gov/pd/modellang/PersonalServiceSpecial020807.pdf>

b. The Information Technology Maintenance Special Provisions are located at the link below:

<http://www.documents.dgs.ca.gov/pd/modellang/maintenancespecial12103.pdf>

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Exhibit C

ADDITIONAL PROVISIONS**1. Licenses and Permits**

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

2. Subcontractors

Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontractors shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to the State for the acts and omissions of its subcontractors and or persons either directly or indirectly employed by any of them as it is for the acts and omissions or persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

3. Contract Violations

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies contained in PCC Sections 10420 through 10425.

4. Insurance Requirements

Contractor shall furnish to the State a certificate of insurance stating that there is commercial general liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.

The certificate of insurance must include the following provisions:

- a. The insurer will not cancel the insured's coverage without 30 days prior written notice to the State; and
- b. The State of California, its officers, agents, employees, and servants are hereby named as additional insured but only with respect to work performed for the State of California.

Contractor agrees that the liability insurance herein provided for shall be in effect at all times during the term of this contract (including all MSA release orders). In the event said insurance coverage expires at any time during the term of this contract, Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work shall be performed prior to approval. In

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the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies, terminate this contract.

5. Workers' Compensation

The Bidder shall furnish to the State a certificate of insurance stating that there is Workers' Compensation insurance presently in effect for all of the Bidder's employees who will be engaged in the performance of this agreement. The certificate of insurance must include the following provision:

The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State.

6. Contracts Funded by the Federal Government

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the current and/or subsequent years covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day cancellation clause or amend the contract to reflect any reduction of funds.

7. Federal Debarment

The Federal Department of Labor requires that State agencies which are expending Federal funds of \$25,000 or more to have in the contract file, a certification by the supplier that they have not been debarred or suspended from doing business with the Federal Government. Each Contractor must provide this documentation upon request.

8. DGS Termination of Contract

The DGS, Procurement Division may terminate this contract at any time upon 30 days prior written notice. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

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9. Negotiation

At the State's sole option, the Department of General Services (DGS) reserves the right to invoke negotiations pursuant to Public Contract Code Section 6611, in accordance with existing guidelines and procedures adopted by the Department of General Services.

10. Conflict of Interest

See Public Contract Code §10410 - §10412 for Current and Former State Employees.

11. Federal Air or Water Pollution Violations

See Government Code §4477.